

LOCAL EXCHANGE SERVICES TARIFF  
Containing  
Regulations and Rates Applicable to the Furnishing of  
Local Exchange Telephone Services  
Provided in Kentucky  
by  
AMERIMEX COMMUNICATIONS CORP.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by AmeriMex Communications Corp., with principal offices at 20 Mansell Court East, Suite 200, Roswell, GA 30076.

This Tariff applies to services furnished within the State of Kentucky.

This Tariff is on file with the Public Service Commission of Kentucky ("Commission") and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issue Date: December 21, 2004

Issued by: Donald L. Aldridge, President  
AmeriMex Communications Corp.  
20 Mansell Court East, Suite 200  
Roswell, GA 30076

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
1/21/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Effective Date: January 21, 2005

By   
Executive Director

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TELECOMMUNICATIONS SERVICES

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CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	NUMBER OF REVISION (except as indicated)	EFFECTIVE DATE
1	Original	
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## TELECOMMUNICATIONS SERVICES

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APPLICATION OF TARIFF

This tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by AmeriMex Communications Corp. (hereinafter "Company") with principal offices at 20 Mansell Court East, Suite 200, Roswell, GA 30076. This Tariff applies to services furnished in the State of Kentucky. This Tariff is on file with the Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- |   |   |  |
|---|---|--|
| C | - | To signify a changed condition or regulation.                    |
| D | - | To signify discontinued rate or regulation.                      |
| I | - | To signify increased rate.                                       |
| M | - | To signify a move in location of text.                           |
| N | - | To signify new rate or regulation.                               |
| R | - | To signify a reduced rate.                                       |
| T | - | To signify a change in text but no change in rate or regulation. |
| Z | - | To signify a correction.   |

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i)(1)

D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: AmeriMex Communications Corp., a Georgia Corporation, which is the issuer of this tariff.

Commission: Public Service Commission of Kentucky (also may be referred to as "PSC") unless context indicates otherwise.

Customer: The person or entity which orders services from the Company or prepayes the Company for use of its services; and who is responsible for the payment of charges and for compliance with the Company tariff regulations.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Reminder Notice: The notification mailed to Customer prior to the expiration of the current prepaid period.

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Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Service(s): The Company's local telecommunications service(s) offered to the Customer under this tariff.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

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SECTION 2 - REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Kentucky under the terms of this tariff. Service is available 24 hours a day, seven days a week.

The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

2.1.2.1 Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum period of at least one month, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to Company' monthly service Reminder Notice. If Customer does not provide payment prior to the expiration of the prepaid service period, Customer's service will be disconnected pursuant to Section 2.5.5 of this Tariff.

2.1.2.2 Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.2.3 Customer may be required to enter into a written Customer Service Agreement, which may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. At the expiration of any term specified in the Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

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2.1 Undertaking of the Company (Cont'd)2.1.2 Terms and Conditions (Cont'd)

- 2.1.2.4 This Tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for the State's choice of law provisions.
- 2.1.2.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3 Liability of the Company

- 2.1.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.3.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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2.1 Undertaking of the Company (Cont'd)2.1.3 Liability of the Company (Cont'd)

- 2.1.3.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.3.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.3.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.3.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
- B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
- C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.3.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.3.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.1 Undertaking of the Company (Cont'd)2.1.3. Liability of the Company, (Cont'd)

2.1.3.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.3.12 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.1.3.13 With respect to Emergency Number 911 Service:

- A. This service is offered solely as part of the resold ILEC service, where available, as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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2.1 Undertaking of the Company (Cont'd)2.1.3 Liability of the Company, (Cont'd)

2.1.3.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.3.15 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.3.16 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company (Cont'd)2.1.5 Provision of Equipment and Facilities

2.1.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.5.2 The Company shall use reasonable efforts to cause the ILEC to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities provided by the ILEC or the Company.

2.1.5.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
- B. the reception of signals by Customer provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the ILEC, its agents or contractors.

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

- B. the payment of all applicable charges pursuant to this Tariff;

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2.3. Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- C. reimbursing the Company for damage to, or loss of, the Company's or the ILEC's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or ILEC facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- or ILEC-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which ILEC employees and agents shall be installing or maintaining the facilities and equipment under this Tariff. The Customer may be required to install and maintain ILEC facilities and equipment within a hazardous area if, in the ILEC's opinion, injury or damage to the ILEC's employees or property might result from installation or maintenance by the ILEC. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2.3. Obligations of the Customer (Cont'd)2.3.1. General (Cont'd)

- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company or ILEC facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1E. above; and granting or obtaining permission for needed personnel to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company or ILEC;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities; and
- I. making Company or ILEC facilities and equipment available periodically for maintenance purposes at a time agreeable to all affected parties. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the company from all claims, actions, damages, liabilities, costs and expenses for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- 2.4.1.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.
- 2.4.1.4 The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.2.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 Payment Arrangements2.5.1 Payment for Service

2.5.1.1 The Customer is responsible for payment of all charges for service and facilities a) furnished by the Company to the Customer or Authorized Users, or b) furnished by a third party to the customer or Authorized Users and billed to the company. Objections must be received by the Company within 45 days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer.

2.5.1.2 Taxes: The Customer is responsible for the payment of any federal, state, and municipal fees, charges, and taxes, excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

2.5.2.1 Customers monthly service provided by Company shall be prepaid by Customer for each one-month period. The Company shall present a bill or Reminder Notice for monthly charges to the Customer in advance of the month for which service is being provided.

2.5.2.2 Payments shall be considered delinquent if not paid within twenty (20) days after a bill or Reminder Notice is rendered to Customer.

2.5.2.3 For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Customers may pay for by cash, money order or credit card, where available.

2.5.2.5 A charge of \$40.00 will apply whenever a Subscriber requests to be reconnected to the Services after the Company has terminated Services to Subscriber for any reason allowed by this Tariff.

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2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.3.2 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission by contacting the Commission at:

Public Service Commission of Kentucky  
P.O. Box 615  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615  
Toll Free: 1-800-772-4636

2.5.4 Customer Deposits

The Company does not require deposits from Customers.

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2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

Customer's service will be discontinued without the Company incurring any liability for any of the following reasons:

- 2.5.5.1 Upon expiration of any prepaid service period unless Customer has paid to Company the next full month's service fee and/or any applicable reconnection fee;
- 2.5.5.2 Upon violation of or noncompliance with any Commission regulations, or for violation or noncompliance with any of the other material terms or conditions for furnishing service.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- 2.5.5.4 Immediately and without notice upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
- 2.5.5.5 Immediately and without notice upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.

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2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

2.5.5.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

- A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.5.6.A (1-5) if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services(s); or
  3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - c. Any other fraudulent means or devices; or
  4. Use of service in such a manner as to interfere with the service of other users; or
  5. Use of service for unlawful purposes.
- B. Seven (7) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that seven (7) day period; or

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2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

2.5.5.7 Unless otherwise stated, the Company will provide Customer with notice in conformance with the Commission Rules and Regulations prior to any discontinuance of service.

2.5.5.8 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.5.9 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 48 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to the ILEC's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2.6 Allowances for Interruptions of Service (Cont'd)2.6.1 Credit Allowances

- 2.6.1.1 The Customer shall be credited for any interruption in the same proportion that the ILEC credits the Company according to the following formula:

Customer Credit = A/BxC, where:

A = Service credit to the Company from the ILEC

B = Total monthly charge for Customer's service to the Company from the ILEC

C = Monthly charge to the Customer by the Company

- 2.6.1.2 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company or ILEC.
- 2.6.1.3 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- 2.6.1.4 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.2 interruptions due to the negligence of any person using the Company's or the ILEC's facilities with the Customer's permission;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.4 interruptions of service during any period in which the Company or ILEC are not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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2.6 Allowances for Interruptions of Service (Cont'd)2.6.2 Limitations on Allowances (Cont'd)

2.6.2.6 interruptions of service during any period when the Customer has released service to the Company or ILEC for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.2 Cancellation of Service by a Customer

2.7.2.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges for the applicable notice period.

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2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or © pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's Reminder Notices or bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices or other communications, by following the procedures for giving notice set forth herein.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES3.1 Local Exchange Telephone Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the ILEC's switching network which enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic and enhanced 911 Emergency Service (if available through the ILEC);
- Place or receive calls to toll free 8XX telephone numbers, where available.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900. 976).

3.1.1 Basic Local Service

Basic Local Service is a service which is available for access by subscribers on a full time basis. Basic Local Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the customer's area, and toll free (e.g. "800" or "888") calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company through the ILEC's switch: interLATA, intraLATA, interstate, and international (e.g. "1+" or "0+"); collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

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3.1 Local Exchange Service (Cont'd)3.1.2 Optional Services3.1.2.1 Call Waiting

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

3.1.2.2 Call Forwarding

Allows calls to automatically ring to another phone number.

3.1.2.3 Non-Published Number

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

3.1.2.4 "Three-Way" Calling

Allows the Customer to add a third party to a conversation.

3.1.2.5 Caller ID

Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

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3.1 Local Exchange Service (Cont'd)

3.1.3 Miscellaneous Services

3.1.3.1 Change of Address on Account

Change of Address on Account allows a Customer to initiate service subsequent to a location move.

3.1.3.2 Change of Name on Account

Allows a Customer to change the Customer name on a telephone account associated with a particular telephone number. The new Customer will be responsible for payment of charges and for compliance with the Company's Tariff regulations.

3.1.3.3 Options Processing

Options Processing allows a Customer to add and/or discontinue an optional feature or features subsequent to the initiation of basic local exchange service.

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3.2 Local Exchange Service Rates and Charges3.2.1 Basic Local Service Rates and Charges

A Basic Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

3.2.1.1 Non-Recurring Charge

Application Fee	\$40.00
Connection Fee	\$50.00

3.2.1.2 Monthly Recurring Charges

Monthly Service Charge	
Residential	\$50.00
Business	\$80.00
KY Lifeline Support Charge	\$ 0.08 per line
KY TRS/TDD Surcharge	\$ 0.10 per line

3.2.2 Optional Features

A Local Service Customer will be charge applicable monthly Recurring Charges as specified below:

Call Waiting	\$ 5.00
Call Forwarding	\$ 5.00
Three-Way Calling	\$ 5.00
Non-Published Number	\$ 5.00
Caller ID	\$10.00

3.2.3 Miscellaneous Service

A Local Service Customer will be charged applicable Non-Recurring Charges as specified below:

Change of Address on Account	\$35.00
Change of Name on Account	\$25.00
Options Processing Fee	\$15.00

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3.3 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.3.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.3.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.3.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3.4 Directory listings are provided in connection with each Customer service as specified herein.

3.3.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

Non-Recurring

Primary Listing (one number)

N/C

3.3.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number) per month

N/C

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Issue Date: December 21, 2004

Issued by: Donald L. Aldridge, President  
AmeriMex Communications Corp.  
20 Mansell Court East, Suite 200  
Roswell, GA 30076

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
1/21/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

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Effective Date: January 21, 2005

  
Executive Director



TELECOMMUNICATIONS SERVICES

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3.4 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.5 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

Issue Date: December 21, 2004

Issued by: Donald L. Aldridge, President  
AmeriMex Communications Corp.  
20 Mansell Court East, Suite 200  
Roswell, GA 30076

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Executive Director



20 Mansell Ct. E • Ste. 200 • Roswell, GA 30076-4814

☐ Check here to change address  
and make changes in the space available below.

Miguel Guevara  
2709 N 12th St  
Tampa, FL 33605-2506



## Invoice

Payment Due	Close Date	Amount Due
10/27/04	10/18/04	160.00
Tele. Number	Acct. Number	Amount Paid
8132231119	156630	

CUST. REF: 52990  
AmeriMex Communications  
20 Mansell CT E Ste 200  
Roswell, GA 30076-4814



We welcome you to AmeriMex, we ask that you call us with any question that you may have. We're here to serve you.  
Please do not send CASH or PERSONAL CHECKS. Payments may be made by Money Orders or Western Union SwiftPay

Tele. Number 8132231119	Summary
-------------------------	---------

Close Date	10/18/04
Acct. Number	156630
Payment Due	10/27/04
Previous Balance	105.00
Current Charges	48.80
Total Taxes & Fees	6.20
Total Amount Due	160.00

Customer Name Miguel Guevara	Page No. 1
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### GOOD NEWS!!!

THERE IS NO CHARGE FOR PAYMENTS MADE THROUGH  
WESTERN UNION SWIFTPAY

THIS METHOD OF PAYMENT IS TOTALLY FREE!!

YOUR SWIFTPAY NUMBER IS LOCATED BELOW

FOR ANY FURTHER INFORMATION, PLEASE CALL,  
1.866.867.4815

B0015M

Customer Service/Billing Inquiries:

1.866.867.4517

AmeriMex Communications

20 Mansell Ct E Ste 200 Roswell, GA 30076-4814

Amount Required to continue service from 11/01/2004 thru 12/01/2004: \$160.00  
Your Western Union(R) SwiftPay(R) account number is 577873184

Recurring Charges: 813-223-1119

Basic Plan	38.80
FCC	5.15

Other

Late Fee	4.85
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### Detail of Regulatory Taxes and Surcharges

E911 Tax	0.50
Communications Services Tax	2.56
Fed Telecommunications Relay Service	0.02
Fed USF Highcost B	0.46
Federal Excise	1.47
Statutory Gross Receipts	1.04
Telecommunications Relay Service Charge	0.15

### \*\*\*IMPORTANT INFORMATION\*\*\*

\* PLEASE NOTE: Accounts not paid by 10/27/04 will be considered late and subject to suspension and disconnection.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
1/21/2005  
PURSUANT TO 807 KAR 5:01  
SECTION 9 (1)

By   
Executive Director

Customer Name

Miguel Guevara

Tele. Number

8132231119

Close Date

10/18/04

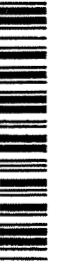
Page No.

2

- Any account considered late will be charged \$5.00. The cost to reconnect a line is \$25.00.

**HOURS OF OPERATION**

Monday through Friday 9:00AM - 6:00 PM EST / Saturday's 10:00AM - 3:00 PM EST



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
1/21/2005  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By

Executive Director

TOTAL DUE.

160.00